



HC-KAR

- 1 -

NC: 2025:KHC:47485  
WP No. 16770 of 2024

**IN THE HIGH COURT OF KARNATAKA AT BENGALURU**

**DATED THIS THE 18<sup>TH</sup> DAY OF NOVEMBER, 2025**

**BEFORE**

**THE HON'BLE MR. JUSTICE D K SINGH**

**WRIT PETITION NO. 16770 OF 2024 (GM-RES)**



**BETWEEN:**

1. NORTH ROOF VENTURES PRIVATE LTD.,  
PREVIOUSLY NHDPL SOUTH PRIVATE LTD.,  
AND EARLIER NITESH HOUSING  
DEVELOPERS PRIVATE LTD.,  
A COMPANY INCORPORATED UNDER THE  
COMPANIES ACT, 1956,  
HAVING ITS REGISTERED OFFICE AT  
NO.110, 'B' WING, ANDREWS BUILDING  
LEVEL 1, M G ROAD, BENGALURU-560 001  
REPRESENTED BY ITS SPECIAL OFFICER-LEGAL  
SRI ARCHI RAVI

...PETITIONER

(BY SRI SIDDHARTH SUMAN, ADVOCATE)



**AND:**

1. STATE OF KARNATAKA  
BY ITS ADDITIONAL CHIEF SECRETARY  
REVENUE DEPARTMENT  
GOVERNMENT OF KARNATAKA  
VIDHANA SOUDHA  
DR B R AMBEDKAR VEEDHI  
BENGALURU - 560 001
2. THE INSPECTOR GENERAL OF REGISTRATION  
AND COMMISSION OF STAMPS  
GOVERNMENT OF KARNATAKA



KANDAYA BHAVAN  
8<sup>TH</sup> FLOOR, K G ROAD  
BENGALURU - 560 001

3. THE DISTRICT REGISTRAR  
GANDHINAGAR REGISTRATION DISTRICT  
NO.8, 2<sup>ND</sup> AND 3<sup>RD</sup> FLOOR, BBMP WARD  
NEAR BALAMURI GANPATHY TEMPLE  
3<sup>RD</sup> CROSS, TATA NAGAR, KODIGEHALLI  
BENGALURU - 560 092
4. THE SUB REGISTRAR  
GANDHINAGAR, 3<sup>RD</sup> AND 4<sup>TH</sup> FLOOR  
ANNEXE BUILDING  
BANGALORE DC OFFICE COMPOUND  
BENGALURU - 560 009
5. SRI H R SURESH  
AGED ABOUT 65 YEARS  
S/O LATE H K RAMAIAH  
RESIDING AT HOUSE NO.1  
"SHRESHTA"  
JAKKUR LAYOUT MAIN ROAD  
JAKKUR POST, YELAHANKA  
BENGALURU - 560 064

...RESPONDENTS

(BY SRI S.H. RAGHAVENDRA, AGA FOR R-1 TO R-4;  
SRI H.N. SHASHIDHAR, ADVOCATE FOR R-5)

THIS WRIT PETITION IS FILED UNDER ARTICLES 226 AND 227 OF THE CONSTITUTION OF INDIA PRAYING TO DECLARE THAT THE DEED OF REVOCATION OF GENERAL POWER OF ATTORNEY DATED 24.04.2024 AS WAS UNILATERALLY EXECUTED BY RESPONDENT NO.5 WHICH WAS ILLEGALLY AND ARBITRARILY REGISTERED BY RESPONDENT NO.4 AS NO.YAN-5-00031-2024-2025 IN BOOK 4 DATED. 24.04.2024 IN THE OFFICE OF THE SUB-REGISTRAR, YELAHANKA, BENGALURU I.E., RESPONDENT NO.4 AS NULL AND VOID AB-INITIO/ANNULLED/CANCELLED (I.E., ANNEXURE-F) AND ETC.



THIS PETITION, COMING ON FOR PRELIMINARY HEARING IN B GROUP, THIS DAY, ORDER WAS MADE THEREIN AS UNDER:

CORAM: HON'BLE MR. JUSTICE D K SINGH

**ORAL ORDER**

The present writ petition has been filed impugning the order dated 24.04.2024 whereby the Sub-Registrar, Gandhinagar, 3<sup>rd</sup> and 4<sup>th</sup> Annexe Building, Bengaluru DC Office Compound, Bengaluru, has registered the deed of cancellation of General Power of Attorney issued by the 5<sup>th</sup> respondent in favour of the petitioner in respect of the Housing Complex - Nitesh Columbia Square. Learned counsel for the petitioner submits that 5<sup>th</sup> respondent was not entitled to revoke the General Power of Attorney dated 30.09.2009 executed in favour of the petitioner in pursuance to the Joint Development Agreement of the same date in respect of the land measuring 4 Acres 14 Guntas situated at Kattigenahalli Village, Jala Hobli, Bengaluru North Additional Taluk, Bengaluru. The Joint



Development Agreement dated 30.09.2009 between the petitioner and the fifth respondent was for development of the 5<sup>th</sup> respondent's land in Sy. No. 174/4 measuring 22 Guntas and Sy.No.175/2 measuring 3 acres 32 Guntas, in all, 4 Acres 14 Guntas.

2. Under the Joint Development Agreement, the 5<sup>th</sup> respondent was required to execute a Power of Attorney to enable the developer to apply for and secure plans and licences and for other purposes connected with the development and sale of the scheduled property. It was further provided that the General Power of Attorney would be in force and be irrevocable during the term of the agreement and until the proposed development of the project and conveyance/sales are completed.

3. The Power of Attorney executed by the 5<sup>th</sup> respondent, the owner of the land in favour of the builder/developer, specifically provided as under:

*"24. It is clarified that the power/authority to execute and register sale deeds and/or execute any*



*document having the effect of transferring any registered titles in respect of any portion of the Schedule Property shall be exercised by the Developers only after the issuance of a Project Completion Certificate by the Project Architect and delivery of a copy thereof to me."*

4. It appears that there have been serious disputes in respect of the execution of the Joint Development Agreement for construction of the Housing Project known as 'Nitesh Columbia Square' and the parties have gone into arbitration and arbitration award has been passed. The said arbitration award was challenged by the petitioner/builder under Section 34 of the Arbitration and Conciliation Act, 1996, which came to be dismissed. Against the dismissal of Section 34 petition, the petitioner/builder has filed appeal under Section 37 of the Act of 1996 which is pending before this Court.

5. It is also not in dispute that the Project has not yet been completed and Completion Certificate has not been issued. It is the case of the 5<sup>th</sup> respondent, the owner, that the petitioner on the strength of the Power of Attorney in



violation of the terms and conditions of the General Power of Attorney was executing the sale deeds of the flats and therefore, the owner has cancelled the Power of Attorney which has been registered in the office of the Sub-Registrar.

6. Section 201 of the Indian Contract Act, 1872 (hereinafter referred to as 'the Contract Act') provides for termination of agency. Under Section 201, an agency gets terminated by the principal revoking his authority, or by the agent renouncing the business of the agency. Besides these two situations, other situations are also provided under Section 201 where an agency gets terminated. Section 201 of the Contract Act reads as under:-

***"201. Termination of agency.— An agency is terminated by the principal revoking his authority, or by the agent renouncing the business of the agency; or by the business of the agency being completed; or by either the principal or agent dying or becoming of unsound mind; or by the principal being adjudicated an insolvent under the provisions of any Act for the time being in force for the relief of insolvent debtors."***



7. Thus, if the principal revokes his authority being conferred in favour of an agent, the agency thus created comes to an end. Similarly, if the agent renounces the business of the agency, the agency comes to an end. Normally, the termination of an agency is an unilateral act.

8. By executing a Power of Attorney, the principal appoints the holder of the Power of Attorney as his agent to do certain acts in respect of a property or otherwise and therefore, an agency is created in favour of the Power of Attorney holder. The Power of Attorney, therefore, can be cancelled by the principal unilaterally. However, this general power has certain exceptions.

9. Section 202 of the Contract Act is one such exception where it is provided that where the agent has himself an interest in the property which forms the subject-matter of the agency, such an agency cannot be terminated in the absence of an express contract to the prejudice of such interest. Section 202 of the Contract Act, along with two illustrations, are extracted hereunder:-



**"202.Termination of agency, where agent has an interest in subject-matter.**—Where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest.

Illustrations

(a) A gives authority to B to sell A's land, and to pay himself, out of the proceeds, the debts due to him from A. A cannot revoke this authority, nor can it be terminated by his insanity or death.

(b) A consigns 1,000 bales of cotton to B, who has made advances to him on such cotton, and desires B to sell the cotton, and to repay himself out of the price the amount of his own advances. A cannot revoke this authority, nor is it terminated by his insanity or death."

10. Thus, an irrevocable General Power of Attorney is ordinarily not unilaterally cancelled by the principal when the General Power of Attorney creates an agency coupled with interest in favour of the Power of Attorney holder. Where the instrument (i.e., the General Power of Attorney) is an authority coupled with interest (that is created for valuable consideration



or by terms that give the agent a proprietary interest or security in the subject matter as provided under Section 202 of the Contract Act), the cancellation of the Power of Attorney/termination of the agency is prejudicial to the interest of the agent, the unilateral cancellation by the principal may be in violation of Section 202.

11. However, when the Power of Attorney is described as irrevocable, it would remain revocable if the document is not an agency coupled with interest in favour of the Power of Attorney holder. A mere label does not make it irrevocable and it may be terminated by the principal subject to contractual consequences (damages), notice etc.

12. The Supreme Court, in the case of **SETH LOON KARAN SETHIYA vs IVAN E. JOHN AND OTHERS (AIR 1969 SC 73)**, has explained the contours of Section 202 of the Contract Act. It has been held that where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest. Where the agency is created for valuable consideration and authority



is given to effectuate a security or to secure interest of the agent, the authority cannot be revoked. It would be apt to extract paragraph 5 of the said judgment.

*"5. There is hardly any doubt that the power given by the appellant in favour of the Bank is a power coupled with interest. That is clear both from the tenor of the document as well as from its terms. Section 202 of the Contract Act provides that where the agent has himself an interest in the property which forms the subject-matter of the agency, the agency cannot, in the absence of an express contract, be terminated to the prejudice of such interest. It is settled law that where the agency is created for valuable consideration and authority is given to effectuate a security or to secure interest of the agent, the authority cannot be revoked. The document itself says that the power given to the Bank is irrevocable. It must be said in fairness to Shri Chagla that he did not contest the finding of the High Court that the power in question, was irrevocable."*

13. The Supreme Court, in the case of **M.S. ANANTHAMURTHY AND ANOTHER vs J. MANJULA ETC., (CIVIL APPEAL NOS.3266-3267/2025)**, has held that the Power of Attorney derives its basic principles from Chapter X of the Contract Act which provides for "Agency" along with



Sections 1A and 2 respectively of the Powers of Attorney Act, 1882. It is further held that the agency is of a fiduciary relationship between two persons, where one explicitly or implicitly agrees that the other will act on their behalf to influence their legal relations with third parties, and other similarly agrees to act in that capacity or does so based on an agreement. The relationship between the executant of a General Power of Attorney and the holder of the power is one of principal and agent. A principal is bound by the acts done by an agent or the contracts made by him on behalf of the principal. Likewise, the Power of Attorney in the nature of contract of agency authorises the holder to do acts specified by the executant, or represent the executant in dealings with third persons.

14. The essentials of Section 202 of the Contract Act are that; (a) there shall be a relationship in the capacity of 'principal and agent' between the parties and (b) there shall be agent's interest in the subject-matter of the agency. If both the conditions are fulfilled, the agency becomes irrevocable and cannot be terminated unilaterally at the behest of the principal,



subject to the conditions provided in the instrument creating agency.

15. In the aforesaid judgment in **M.S. ANANTHAMURTHY** (*supra*), it has been further held that title or nomenclature of the document is not material. The contents of the documents and intention of the parties are required to be gathered from the terms of the documents and/or from the circumstances under which the documents are entered into. The document is required to be seen as a whole to find out the true nature of the Power of Attorney.

16. In paragraph 45 of the said judgment, it has been further observed that mere use of the word 'irrevocable' in a Power of Attorney does not make the Power of Attorney irrevocable. If the Power of Attorney is not coupled with interest, no extraneous expression can make it irrevocable. The principle of construction of a Power of Attorney termed as 'irrevocable' has been explained in **MANUBHAI PRABHUDASS PATEL vs JAYANTILAL VADILAL SHAH** reported in **(2011 SCC OnLine GUJ 7028)**. Paragraph 12 of the judgment in **MANUBHAI's** case would read as under:-



*"12. I am of the view that while construing a document, it is necessary to determine the real intention of the parties. The mere form in which document is couched is immaterial. The intention of the parties has to be gathered from the terms of the documents themselves and from such of the surrounding circumstances, as later required to show in what manner the language of the document is related to the existing fact. It is very difficult task to know the intention of the parties on the basis of the recital of the document. But, the Court can rely safely on the language of the document, the language, which has been used by the parties to manifest the intention of the parties. If the Court goes on extraneous evidence, that may lead to more difficulty and confusion. But, there are certain principles to be borne in mind. The first principle is, the mere saying that the power of attorney is an irrevocable power of attorney coupled with interest is not the end of the matter. The Court can clearly say that the document, though, is styled as an irrevocable power of attorney is not in substance a power coupled with interest so as to make it an irrevocable power of attorney. At the same time, even if there is no title to show that the power is an irrevocable power, but, the substance of the entire document would suggest that the same is an irrevocable power coupled with interest. Therefore, a document has to be construed as a whole. A stray sentence here and there cannot be picked out to construe a document. To understand the tenor of the document and the intention of the parties, it has to be read as a whole. The real intention of the parties has to be covered not merely*



HC-KAR

*from what ex-facie is stated in the document, but, from the totality of the recitals in the document. At this stage, I may quote with profit a very lucid judgment rendered by learned Single Judge of Madras High Court explaining the general principles regarding the construction of power of attorney. In case of Anantha Pillai v. Ratiinasabapattiy Mudaliar, reported in 1968 (2) MLJ 574, Ismail, J. (as he then was), held thus:*

*"The general principles regarding the construction of power of attorney are well settled. Powers of attorney must be strictly construed as giving only such authority as they confer expressly or by necessary implication. Where an act purporting to be done under the power of attorney is challenged as being in excess of the power, it is necessary to show that on a fair construction of the whole instrument the authority in question is to be found within the four corners of the instrument either by express terms or by necessary implication. Some of the principles governing the construction of a power of attorney are:*

*(1) the operative part of the deed is controlled by the recitals,*

*(2) where an authority is given to do particular acts, followed by general words, the general words are restricted to what is necessary for the performance of the particular acts,*

*(3) the general words do not confer general powers but are limited to the purpose for which the authority is given and are construed as enlarging the special powers only when necessary for that purpose;*



*(4) a power of attorney is construed so as to include all medium powers necessary for its effective execution.*

*Bearing these general principles in mind the question for consideration is whether the power of attorney in this case authorised the first defendant to enter into an agreement to sell or authorised him to execute a sale-deed..."*

*(Emphasis supplied)*

17. The registered Power of Attorney enjoys evidentiary value as a result of registration. A mere unregistered cancellation letter or informal notice would not be effective to revoke the registered Power of Attorney. A registered Power of Attorney is to be revoked by a registered deed of revocation. To test whether cancellation is unilateral, General Power of Attorney and any other related agreements are to be examined to see if the agent has an identifiable propriety/security interest or consideration, and if not, then the unilateral revocation of the Power of Attorney would not be in infraction of the law.

18. Whether the Power of Attorney has been validly cancelled or the cancellation is improper or against the law has to be examined by the Competent Civil Court and the public law



remedy under Article 226 or under Article 32, as the case may be, cannot be invoked challenging the cancellation of the General Power of Attorney by the principal. The terms of the Power of Attorney and other related documents are to be examined and the evidence is required to be led, then only, the validity of the cancellation of the Power of Attorney can be decided. Therefore, the parties should not come before the High Court, but should resort to the proper civil law remedy for such a dispute.

19. The question which involves in the present case is whether the Registrar must issue a notice to the holder of the Power of Attorney before registering a deed of cancellation. There is no rule or law under the Registration Act, 1908 or the Powers of Attorney Act, 1882 and the Rules made thereunder which mandates that before registering a deed of cancellation, the Registrar must issue a notice to the holder of Power of Attorney. However, the Registrar should satisfy himself about the right of the person presenting an unilateral cancellation to seek registration. The Registrar may refuse unilateral cancellation of the previously registered instruments, unless the



cancellation is supported by the principal's concurrence or by a competent Court order.

20. An unilateral cancellation of a registered Power of Attorney would be ineffective where the State Registration Rules require joint execution or a Court order. In such circumstances, the Registrar should refuse the registration. The Registrar must satisfy the statutory pre-conditions before registering a cancellation deed of Power of Attorney.

21. Where there are no statutory rules for giving the notice by the Registrar before registering the deed of cancellation, the Registrar is not required to give notice to the holder of Power of Attorney. The Registrar's role primarily is administrative. The Registrar is not empowered to adjudicate the title or the dispute between the parties regarding the respective obligations under the Power of Attorney. The cancellation, however, can be subject matter through a challenge in the appropriate civil forum. There is no overarching duty on the Registrar to give notice in every case.



22. In the case of **SATYA PAL ANAND vs STATE OF MADHYA PRADESH AND OTHERS ([2016] 10 SCC 767)**, it has been held that if the document is required to be compulsorily registered, but while doing so some irregularity creeps in, that, by itself, cannot result in a fraudulent action of the State Authority. Non-presence of the other party to the extinguishment deed presented by the Society before the Registering Officer by no standard can be said to be a fraudulent action *per se*. As the provisions of the Registration Act enables the Registering Officer to register the documents presented for registration by one party, the registration of document by following the procedure specified in Section 17 of the Registration Act cannot be said to be fraudulent. The party aggrieved by such registration of document is free to challenge the validity before the Civil Court, however, the remedy of public law would not be available. It may be further stated that the deed of cancellation of the General Power of Attorney would not fall within Sections 31, 88 and 89 of the Registration Act, 1908 and it does not require the presence of both the parties to the document when it is presented for registration. Paragraphs 36 and 37 of the said judgment are extracted hereunder:-



*"36. If the document is required to be compulsorily registered, but while doing so some irregularity creeps in, that, by itself, cannot result in a fraudulent action of the State Authority. Non-presence of the other party to the extinguishment deed presented by the Society before the Registering Officer by no standard can be said to be a fraudulent action per se. The fact whether that was done deceitfully to cause loss and harm to the other party to the deed, is a question of fact which must be pleaded and proved by the party making such allegation. That fact cannot be presumed. Suffice it to observe that since the provisions in the 1908 Act enables the Registering Officer to register the documents presented for registration by one party and execution thereof to be admitted or denied by the other party thereafter, it is unfathomable as to how the registration of the document by following procedure specified in the 1908 Act can be said to be fraudulent. As aforementioned, some irregularity in the procedure committed during the registration process would not lead to a fraudulent execution and registration of the document, but a case of mere irregularity. In either case, the party aggrieved by such registration of document is free to challenge its validity before the civil court.*

*37. Admittedly, the documents in question do not fall within Sections 31, 88 and 89. Further, Section 32 does not require presence of both parties to the document when it is presented for registration. In that sense, presentation of extinguishment deed by the authorised person of the Society for registration cannot be faulted with*



*reference to Section 34 of the 1908 Act. That provision stipulates the enquiry to be done by the Registering Officer before registration of the document. The same reads thus:*

**"34. Enquiry before registration by registering officer.—**(1) *Subject to the provisions contained in this Part and in Sections 41, 43, 45, 69, 75, 77, 88 and 89, no document shall be registered under this Act, unless the persons executing such document, or their representatives, assigns or agents authorised as aforesaid, appear before the registering officer within the time allowed for presentation under Sections 23, 24, 25 and 26:*

*Provided that, if owing to urgent necessity or unavoidable accident all such persons do not so appear, the Registrar, in cases where the delay in appearing does not exceed four months, may direct that on payment of a fine not exceeding ten times the amount of the proper registration fee, in addition to the fine, if any, payable under Section 25, the document may be registered.*

*(2) Appearances under sub-section (1) may be simultaneous or at different times.*

*(3) The registering officer shall thereupon—*

*(a) enquire whether or not such document was executed by the persons by whom it purports to have been executed;*

*(b) satisfy himself as to the identity of the persons appearing before him and alleging that they have executed the document; and*



*(c) in the case of any person appearing as a representative, assignee or agent, satisfy himself of the right of such person so to appear.*

*(4) Any application for a direction under the proviso to sub-section (1) may be lodged with a Sub-Registrar, who shall forthwith forward it to the Registrar to whom he is subordinate.*

*(5) Nothing in this section applies to copies of decrees or orders."*

*Even this provision does not require presence of both parties to the document when presented for registration before the Registering Officer."*

23. Thus, we are of the considered view that the Registrar is not required to issue a notice before registering the deed of cancellation of the Power of Attorney. The Registrar is only required to see whether the document is presented as per the provisions of the Registration Act and the Rules made thereunder. No such rule has been cited before us which requires the consent/presence of the holder of the General Power of Attorney before registering the deed of cancellation of the Power of Attorney.

24. Whether the cancellation is legal, just and proper or not has to be examined by the appropriate Civil Court in proper



proceedings and not in the writ jurisdiction. Therefore, we find no merit in this writ petition, which is hereby dismissed.

**Sd/-  
(D K SINGH)  
JUDGE**

BSV/BKV  
List No.: 1 Sl No.: 45